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Wells Fargo Bank, N.A.
08-72556

Electronically Filed on _____

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In Re:

Shirley Mae Robinson

Debtor.

BK-05-12090-mkn

Date: 7/24/09
Time: 1:30pm

Chapter 13

MOTION FOR RELIEF FROM AUTOMATIC STAY

Wells Fargo Bank, N.A., Secured Creditor herein, ("Secured Creditor" or "Movant"
hereinafter), alleges as follows:

1. That on or about March 22, 2005, the above named Debtors filed their current Chapter
13 Petition in Bankruptcy with the Court.

2. Secured Creditor is the current payee of a promissory note dated August 7, 1996 in the
principal sum of \$48,350.00 ("Promissory Note" herein), secured by a Real Property Trust Deed of

1 same date ("Trust Deed" herein) upon property generally described as 3114 Chadford Pl., Las Vegas,
 2 NV 89102, and legally described as follows:

3 LOT EIGHT (8) IN BLOCK TWO (2) OF BRADFORD PLACE UNIT NO. 1 AS SHOWN
 4 BY MAP THEREOF ON FILE IN BOOK 13 OF PLATS. PAGE 63. IN THE OFFICE OF
 5 THB COUNTY RECORDER OF CLARK COUNTY. NEVADA.

6 ("subject property" herein).

7 3. Secured Creditor is informed and believes, and, based upon such information and belief,
 8 alleges that title to the subject property is currently vested in the name of Debtor and that the Debtor is
 9 in default of the loan obligations.

10 4. With respect to secured Creditor's trust deed the following is due and owing:

Unpaid Principal Balance	\$39,676.30
5 Monthly Payments at \$430.99 (February 1, 2009-June 1, 2009)	\$2,154.95
Accrued Late Charges	\$ 281.07
Motion Filing Fee	\$ 150.00
Attorneys Fees	<u>\$ 750.00</u>
Total Arrearages	\$3,336.02

15 Furthermore, a payment becomes due on July 1, 2009 and on the first (1st) day of every month
 16 thereafter, and a late charge becomes due on any payment not paid within fifteen (15) days from the
 17 date the monthly payment is due.

18 5. Movant is informed and believes and therefore alleges that the Debtor and bankruptcy
 19 estate have insufficient equity in the property. The fair market value of the property pursuant to Debtor's
 20 Schedule "A" is \$83,000.00, less ten percent (10%) cost of marketing, less the first secured lien resulting
 21 in insufficient equity. Therefore, secured creditor is not adequately protected. A true and correct copy of
 22 the Debtor's Schedule "A" is attached hereto as Exhibit "A".

23 6. Secured Creditor has elected to initiate foreclosure proceedings on the Property with
 24 respect to the subject Trust Deed; however Secured Creditor is precluded from proceeding to publish
 25 the necessary notices and commence said foreclosure action during the pendency of this Bankruptcy.

26 7. Secured Creditor has incurred to date attorney's fees of approximately \$750.00.

1 8. Secured Creditor urges that this Court issue and Order herein permitting this Secured
2 Creditor to proceed to a Foreclosure Sale of the Property, including necessary action to obtain
3 possession of the Property.

4 9. Secured Creditor's Information Sheet as to the extent of liens and encumbrances against
5 the subject property is attached hereto as Exhibit "B" and incorporated herein by reference. Secured
6 Creditor will seek leave of Court to specify any further encumbrances against the subject property at
7 the time of hearing.

8 10. Rick A. Yarnall has been appointed by this Court the Chapter 13 Trustee in this instant
9 Bankruptcy proceeding. By virtue of the position as Trustee of the estate of Debtor herein, Debtor
10 holds title to the subject property in that capacity. To the extent the relief sought herein is granted,
11 Respondent, Rick A. Yarnall, Trustee, is bound any such judgment.

12 11. This Court has jurisdiction of this action pursuant to the provisions of 11 U.S.C. Section
13 362(d).

14 12. Secured Creditor asserts that a foreclosure proceeding has not been initiated concerning
15 the subject property. As a result, Secured Creditor asks the Court to waive the requirement of notifying
16 other lienholders as detailed in Local Rule 4001 (a)(1). Such lienholders will be notified of a
17 foreclosure proceeding if and when one is initiated.

18 WHEREFORE, Secured Creditor prays judgment as follows:

19 (1) For an order granting relief from the Automatic Stay, and permitting this Secured
20 Creditor to move ahead with foreclosure proceedings under this Secured Creditor's Trust Deed and to
21 sell the subject property at a Foreclosure Sale under the terms of said Trust Deed, including necessary
22 action to obtain possession of the Property.

23 (2) For a finding that Rule 4001(a)(3) of the Rules of Federal Bankruptcy Procedure is not
24 applicable and Secured Creditor may immediately enforce and implement the order for relief from the
25 automatic stay.
26


1 (3) In the alternative, an Order requiring the Debtor to reinstate and maintain all obligations
2 due under all of the trust deeds encumbering the subject property and further allowing Secured Creditor
3 with the remedies to proceed with foreclosure should the Debtor not maintain payments.

4 (4) For attorneys' fees and costs of suit incurred herein.

5 (5) For such other and further relief as this Court deems appropriate.

6 DATED 6/22/09.

7 **WILDE & ASSOCIATES**

8 By  #10235
9 **GREGORY L. WILDE, ESQ.**
10 Attorney for Secured Creditor
11 208 South Jones Boulevard
12 Las Vegas, Nevada 89107
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9-1307.00703

WHEN RECORDED MAIL TO:

BORWEST MORTGAGE, INC.
3601 MINNESOTA DRIVE
BLOOMINGTON, MN 55435

LOAN NUMBER: 7352889
BRANCH: LSV-R

96-29-7916

13

(Space Above This Line For Recording Date)

State of Nevada

DEED OF TRUST

FHA Case No.
332-2812469-703

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 05, 1996.
The Grantor is
SHIRLEY M. ROBINSON, AN UNMARRIED WOMAN

("Borrower"). The grantor is STAN-SHAM CORPORATION, A CALIFORNIA CORPORATION ("Trustee"). The beneficiary is

BORWEST MORTGAGE, INC.,

A CALIFORNIA CORPORATION

which is organized and existing under the laws of

CALIFORNIA

address is 405 S.W. 5TH STREET, DES MOINES, IA 50328

and whose ("Lender").

Borrower owes Lender the principal sum of

FORTY EIGHT THOUSAND THREE HUNDRED FIFTY AND NO/100

Dollars (U.S. \$ 48,350.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CLARK County, Nevada:

LOT EIGHT (8) IN BLOCK TWO (2) OF BRADFORD PLACE UNIT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 13 OF PLATS, PAGE 63, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.



0007382688800000030

969307.00700

which has the address of

3114 CHADFORD PLACE

(Street)

LAS VEGAS

(City)

NEVADA

(State)

89102

(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq, and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for anticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

Page 3 of 8
 FHA Form 1004, dated 10/1/03

5. **Occupancy, Preservation, Maintenance and Protection of the Property:** Borrower's Loan Application, Leasehold, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the creation of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any encumbering circumstances, Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the mortgage, all rights, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made primarily by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not exhaust the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over and above amounts required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

4. **Fire, Flood and Other Hazard Insurance:** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires all improvements on the Property. All insurance shall be carried with companies approved by Lender. The insurance policies and any proceeds shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

3. **Application of Payments:** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:
 First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
 Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
 Third, to interest due under the Note;
 Fourth, to amortization of the principal of the Note; and
 Fifth, to late charges due under the Note.

(c)
 The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tends to (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, Lender shall promptly refund any excess funds to Borrower immediately prior to a foreclosure sale of the Property or its acquisition by Lender. Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 3701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and thereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any reconveyance costs.

20. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ Maximum amount authorized by HUD.

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

☐ Condominium Rider

☒ Planned Unit Development Rider

☐ Adjustable Rate Rider

☐ Graduated Payment Rider

☐ Growing Equity Rider

☐ Other (Specify)

761307.00700

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and to any rider(s) executed by Borrower and recorded with it.

Witness:

_____	_____
<i>Shirley M. Robinson</i> (Seal)	_____ (Seal)
SHIRLEY M. ROBINSON -Borrower	_____ -Borrower
_____ (Seal)	_____ (Seal)
_____ -Borrower	_____ -Borrower
_____ (Seal)	_____ (Seal)
_____ -Borrower	_____ -Borrower

(Sign Original Only)

STATE OF NEVADA.

County of

Clark

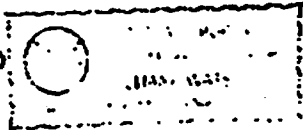
This instrument was acknowledged before me on

8-5-96

by

SHIRLEY M. ROBINSON

(Seal, if any)



Jeanne Watson

My Commission Expires: *11-8-97*

960907.60700

FHA Case No. 332-2812469-703

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **5TH** day of **AUGUST**, 19 **96**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to **HORNBET MORTGAGE, INC.**, A CALIFORNIA CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument and located at: **3114 CHADFORD PLACE LAS VEGAS, NV 89102**

(Property Address)

The Property is a part of a planned unit development ("PUD") known as

BRADFORD PLACE UNIT NO. 1
(Name of Planned Unit Development)

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners' Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereon.

FHA Mortgage PUD Rider 291
LOAN NUMBER: 7352889 LSV-B

Page 1 of 2

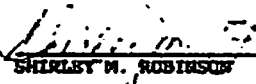
D-4163-1 (04/95)



960307.00700

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the FUD.
- C. If Borrower does not pay FUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this FUD Rider.

	(Seal)	_____	(Seal)
SHIRLENE M. ROBINSON	-Borrower		-Borrower
_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower
_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower

FHA Case No. 332-2812469-703

TAX-EXEMPT FINANCING RIDER

THIS TAX-EXEMPT FINANCING RIDER is made this 3TH day of AUGUST, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

NORWEST MORTGAGE, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to amend Paragraph 9 of the Model Mortgage Form, entitled "Grounds for Acceleration of Debt" by adding additional grounds for acceleration as follows:

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred by Borrower to a purchaser or other transferee:
 - (i) Who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or
 - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or
 - (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
 - (iv) Who has a gross family income in excess of the applicable percentage of applicable median family income as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or
- (b) Borrower fails to occupy the property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax-Exempt Financing Rider, or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

References are to the Internal Revenue Code as amended and in effect on the date of issuance of bonds, the proceeds of which will be used to finance the purchase of the Security Instrument and are deemed to include the implementing regulation.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

Borrower

SHIRLEY H. ROBINSON

Borrower

...

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF
OLD REPUBLIC TITLE COMPANY OF NE
08-07-96 10:03 DB1 12
OFFICIAL RECORDS
BOOK 360007 INST 00700
FEE 10.00 APTT: .00

9-8307.00701

PREPARED BY AND WHEN RECORDED MAIL TO:

WORNEST MORTGAGE, INC.
 3601 MINNESOTA DRIVE
 BLOOMINGTON, MN 55435

Loan Number:

Branch:

Title Order No:

Escrow No: 96-26-1000 E-1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust or Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

NEVADA HOUSING DIVISION

all beneficial interest under that certain Deed of Trust/Mortgage dated

AUGUST 5, 1996

executed by

WORNEST MORTGAGE, INC.

, Trustee/Grantor/Mortgagor,

to STAN-SHAW CORPORATION, A CALIFORNIA CORPORATION

and recorded as instrument No. 00700

on 8-7-96

in book 960708 page

of Official Records in the County Recorder's office of CLARK
NEVADA, describing land therein as:

LOT EIGHT (8) IN BLOCK TWO (2) OF BRADFORD PLACE UNIT NO. 1, AS SHOWN BY
 MAP THEREOF ON FILE IN BOOK 13 OF PLATS, PAGE 63, IN THE OFFICE OF THE
 COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest,
 and all rights accrued or to accrue under said Deed of Trust/Mortgage.

WORNEST MORTGAGE, INC.
 A CALIFORNIA CORPORATION

STATE OF NEVADA,
 County of CLARK

[Signature]
 Ron Hudson

This instrument was acknowledged before me on
 RON HUDSON

AUGUST 5, 1996, by



CAROL B. WHITEAKER
 Notary Public - Nevada
 Clark County
 My comm. exp. May 23, 1999

[Signature]
 (Signature of Notarial Officer)

NOTARY PUBLIC
 (Title and Rank)

(Seal, if any)

My Commission Expires: 5/23/99

Corporation Assignment Nevada (Intervention)

D-5824-1 (10/95)

CLARK COUNTY, NEVADA
 JUDITH A. VANDEVER, RECORDER
 RECORDED AT REQUEST OF.

OLD REPUBLIC TITLE COMPANY OF NE
 00-07-96 10:03 DB1 1
 OFFICIAL RECORDS
 BOOK 960307 INST 00701
 FEE 7.00 APTT. .00



0007252640800000150

NORWEST MORTGAGE, INC.
Assignment of Mortgage /
Deed of Trust /
Deed to Secure Debt

Pool #: NHD X
LPO #: 2895
Loan #: 7352889

For value received, Norwest Mortgage, Inc., a California corporation, formerly known as Norwest Mortgage Inc., a Minnesota corporation, by merger and name change hereby sells, assigns and transfers to NEVADA HOUSING DIVISION its successors and assigns, all its right, title and interest in and to a certain mortgage / deed of trust / deed to secure debt executed by SHIRLEY M. ROBINSON, AN UNMARRIED WOMAN

To NORWEST MORTGAGE, INC.
 and bearing the date the day of AUGUST A.D. 19 98
 recorded in the office of the Recorder of CLARK County, Nevada at Page 00700
 as Document No. 980807 on the 7 day of AUGUST A.D. 19 98
 Re-recorded No. 970207
 Signed the day of FEBRUARY A.D. 19 97

By *James Kuehl*
 Norwest Mortgage, Inc.
 Title ASSISTANT SECRETARY

State of MINNESOTA
 County of HENNEPIN
 On this 3 day of FEBRUARY A.D. 19 97
 personally appeared JAMES KUEHL
 to me known, who being duly sworn, did say that (he/she) is the ASSISTANT SECRETARY of Norwest Mortgage, Inc., a California corporation, formerly known as Norwest Mortgage, a Minnesota corporation, by merger and name change, and that said instrument was signed on behalf of said corporation.

Sharon L. Kneeland
 Notary Public
 My Commission Expires Apr 31, 2008
 SHARON L. KNEELAND
 Notary Public - Minnesota

Attn: DOUG FILIPS
 Minneapolis, MN 55402
 600 LASALLE AVE, STE 1000
 Norwest Mortgage, Inc.

THIS CORRECTIVE ASSIGNMENT REPLACES THE ASSIGNMENT RECORDED ON 8-7-98
 BOOK: 980807 INST: 00701 TO RE-RECORD CONCURRENTLY WITH THE DEED.

Record & Return to:
 NORWEST MORTGAGE, INC.
 600 LASALLE AVE
 SUITE 1000
 MINNEAPOLIS, MN 55402

970207.01517

(2)

59

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
OLD REPUBLIC TITLE COMPANY OF NE
02-87-97 15:59 TML 2
BOOK: 978287 INST: 01547
FEE: 8.00 RPT: .00

REQUEST FOR NOTICE PURSUANT TO NEVADA REVISED STATUTES 00700 00700

Request is hereby made that a copy of any notice of default or notice of sale under the terms of that certain Deed of Trust recorded AUGUST 7, 1996 in Book 960807 of Official Records, Clark County, Nevada as Document number 00700 executed by SHIRLEY M. ROBINSON, AN UNMARRIED WOMAN, Trustor in which NORWEST MORTGAGE, INC., A CALIFORNIA CORPORATION is named as beneficiary and STAN-SHAW CORPORATION, A CALIFORNIA CORPORATION is named as trustee, be mailed to NANCY PALEVAC whose address is 867 NO. LAMB #25,
LAS VEGAS, NV. 89110

This instrument is delivered to the Recorder's office as an accommodation by United Title of Nevada for physical convenience only. It has not been examined as to its validity execution on its effect upon title, if any."

Dated: July 3, 1997

STATE OF NEVADA

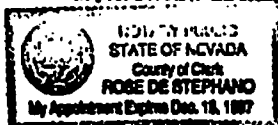
COUNTY OF CLARK } M.

On July 7, 1997
before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Barbara A. Sanks

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.
WITNESS my hand and official seal.

(Seal)

Notary Public in and for said County and State



DODD PRINTING INC. (702) 734-0884

Barbara A. Sanks
Barbara A Sanks

T.O. 97-06-0091KCB

SPACE BELOW FOR RECORDERS USE ONLY

When Recorded Please Mail To: SOUTHWEST ESCROW CO.
3110 SO. VALLEY VIEW, #105
LAS VEGAS, NV. 89102

ACCOMMODATION ONLY

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

SOUTHWEST ESCROW CO

87-89-97 88102 ESP

BOOK: 970789 INST: 88287

FEE: 7.00 RPTT: .00

121
 REQUEST FOR NOTICE PURSUANT TO NEVADA REVISED STATUTES 107.050

Request is hereby made that a copy of any notice of default or notice of sale under the terms of that certain Deed of Trust recorded AUGUST 7, 1996 in Book 960807 of Official Records, Clark County, Nevada as Document number 00700 executed by SHIRLEY M. ROBINSON, Trustor in which NORWEST MORTGAGE is named as beneficiary and STAN SHAW CORPORATION is named as trustee, be mailed to SOUTHWEST ESCROW COMPANY whose address is 401 N. Buffalo Drive #205 Las Vegas, Nv. 89128

THIS IS BEING RECORDED AT THE REQUEST OF UNITED TITLE AS AN ACCOMMODATION ONLY WITH NO LIABILITY.

Dated: July 29, 1998

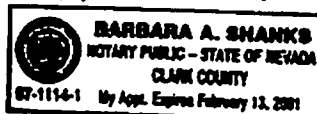
STATE OF NEVADA
 COUNTY OF Clark }

On July 30, 1998
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Shirley M. Robinson

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that Shirley M. Robinson executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Seal)



COPIES PRINTING INC. (702) 734-8884

Shirley M. Robinson
 SHIRLEY M. ROBINSON

T.O. 98-07-0060KCB

SPACE BELOW FOR RECORDERS USE ONLY

Where Recorded Please Mail To: SOUTHWEST ESCROW COMPANY
401 N. Buffalo Drive #205
Las Vegas, Nv. 89128

Return to: United Title Company

CLARK COUNTY, NEVADA
 JUDITH A. VANDEVER, RECORDER
 RECORDED AT REQUEST OF:
 SOUTHWEST ESCROW COMPANY
 07-30-98 15:54 NEL 1
 OFFICIAL RECORDS
 BOOK: 980730 INST: 02465
 FEE: 7.00 RPTT: .00

ACCOMMODATION ONLY
 WITHOUT LIABILITY

20041208-0003144

Requested and Prepared by:

First American Title

When Recorded Mail To:
LOANSTAR MORTGAGEE SERVICES, L.L.C.
P.O. BOX 9013
ADDISON, TX 75001-9013

2509408-LOR

(2)

Fee: \$15.00
N/C Fee: \$0.00

12/08/2004 13:23:32
T20040146123

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane JKA
Clark County Recorder Pgs: 2

Space above this line for Recorder's use only

TS No. : 20049070801355

Loan No. : 0250436458

TSG No. :

SUBSTITUTION OF TRUSTEE

WHEREAS,

SHIRLEY M. ROBINSON, AN UNMARRIED WOMAN

was the original Trustor, STAN-SHAW CORPORATION was the original Trustee, and NORWEST MORTGAGE, INC. was the original Beneficiary under that certain Deed of Trust Dated 8/5/1996 and recorded on 08/07/1996 as Instrument No. 00700, in Book 960807, and re-recorded 2/7/97 as Instrument #01546, book 970207, Parcel No. 162-07-710-008 of Official Records of CLARK County, Nevada; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitute, LOANSTAR MORTGAGEE SERVICES, L.L.C. WHOSE ADDRESS IS: P.O. BOX 9013, ADDISON, TX 75001-9013, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

SUBSTITUTION OF TRUSTEE - PAGE 2

TS No. : 20049070801355

Loan No. : 0250436458

NEVADA HOUSING DIVISION

12/1/04

Nancy Corbin
Nancy Corbin, Deputy Administrator

State of Nevada)

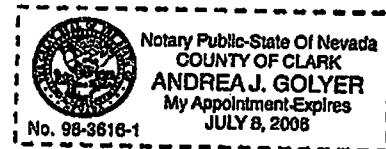
) §

County of Clark)

On 12/1/04 before me, Andrea J. Golyer Notary Public, personally appeared Nancy Corbin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Andrea J. Golyer (Seal)



20041208-0003145

Requested and Prepared by:

First American Title

When Recorded Mail To:

**LOANSTAR MORTGAGEE SERVICES, L.L.C.
P.O. BOX 9013
ADDISON, TX 75001-9013**

Fee: \$16.00

N/C Fee: \$0.00

12/08/2004

13:23:32

T28040146123

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane

JKA

Clark County Recorder

Pgs: 3

2509408-WR

③

Space above this line for Recorder's use only

APN No.: 162-07-710-008
TS No.: 20049070801355
Loan No.: 0250436458
VA/FHA/PMI No.: 332-2812469

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account into good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally thirty-five days after the recording of the said Notice of Default. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2);

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

APN No.: 162-07-710-008
TS No.: 20049070801355
Loan No.: 0250436458
VA/FHA/PMI No.: 332-2812469

**NOTICE OF DEFAULT AND
ELECTION TO SELL UNDER DEED OF TRUST**

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**WELLS FARGO BANK, N.A.
c/o LOANSTAR MORTGAGEE SERVICES, L.L.C.
P.O. BOX 9013
ADDISON, TX 75001-9013
(972) 419-1167**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **LOANSTAR MORTGAGEE SERVICES, L.L.C.** As Agent for the current beneficiary under a Deed of Trust dated 8/5/1996, excuted by:

SHIRLEY M. ROBINSON, AN UNMARRIED WOMAN

as Trustor to secure certain obligations in favor of **NORWEST MORTGAGE, INC.** as Beneficiary, recorded 08/07/1996 as Instrument No. 00700, in Book 960807, and re-recorded 2/7/97 as Instrument #01546, book 970207 of Official Records in the Office of the Recorder of **CLARK County, Nevada** describing land therein as:

AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST
said obligations including **ONE NOTE FOR THE ORIGINAL sum of \$48,350.00.**

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 07/01/2004 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES, IF ANY.

NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

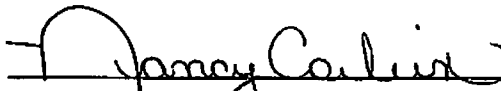
APN No.: 162-07-710-008
TS No.: 20049070801355
Loan No.: 0250436458
VA/FHA/PMI No.: 332-2812469

**NOTICE OF DEFAULT AND
ELECTION TO SELL UNDER DEED OF TRUST**

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: December 1, 2004

NEVADA HOUSING DIVISION


Nancy Corbin, Deputy Administrator

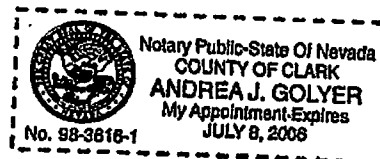
**LOANSTAR MORTGAGEE SERVICES, L.L.C. IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

State of Nevada)
 §
County of Clark)

On 12/1/04 before me, Andrea J. Golyer Notary Public, personally appeared Nancy Corbin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Andrea J. Golyer (Seal)



20060310-0001728

Recording Requested By:
FIRST AMERICAN TITLE INSURANCE
COMPANY

When Recorded Mail To:
LOANSTAR MORTGAGEE SERVICES, L.L.C.
15000 SURVEYOR BLVD, SUITE 250
ADDISON, TEXAS 75001

Fee: \$16.00
N/C Fee: \$0.00

03/10/2006 13:26:07
T20060043183

Requestor:
NATIONAL SEARCH SOLUTIONS

Frances Deane DEZ
Clark County Recorder Pgs: 3

2509408-WR

TS No.: 20049070801355
FHA/VA/PMI No.: 332-2812469
APN: 162-07-710-008

Space above this line for Recorder's use only

NEVADA

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 08/05/1996. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 3/30/2006 at 1:00 PM, LOANSTAR MORTGAGEE SERVICES, L.L.C., as duly appointed Trustee under and pursuant to Deed of Trust recorded 8/7/1996, as Instrument No. 00700, in book 960807, page , of Official records in the Office of the County Recorder of CLARK County, State of NEVADA. Executed by:

SHIRLEY M. ROBINSON AN UNMARRIED WOMAN

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT or other form of payment authorized, (Payable at time of sale in lawful money of the United States) AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS, LOCATED AT 930 SO. FOURTH ST., LAS VEGAS, NV

All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as: AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST APN# 162-07-710-008.

The street address and other common designation, if any, of the real property described above is purported to be:

3114 CHADFORD PLACE, LAS VEGAS, NV 89102

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

TS No.: 20049070801355

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$47,304.60. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the County where the real property is located.

THIS PROPERTY IS SOLD AS-IS, THE LENDER AND ITS ASSETS ARE UNABLE TO VALIDATE THE CONDITION, DEFECTS OR DISCLOSURE ISSUES OF SAID PROPERTY AND BUYER WAIVES THE DISCLOSURE REQUIREMENT UNDER NRS 113.130 BY PURCHASING THIS SALE AND SIGNING SAID RECEIPT.

First American Title Insurance Company
LoanStar Mortgage Services, L.L.C.
3 First American Way
Santa Ana, CA 92707

Date: 1/25/2006

Wendy Randall
WENDY RANDALL

LOANSTAR MORTGAGEE SERVICES, L.L.C. MAY
BE ACTING AS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED MAY BE USED FOR
THAT PURPOSE.

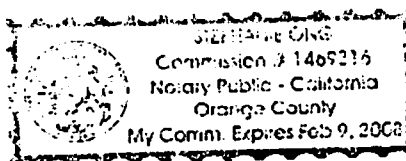
FOR TRUSTEE'S SALE INFORMATION
PLEASE CALL 702-651-6600

State of California
County of Orange §

On 1-25-06 before me Stephanie Ong Notary Public, personally
appeared WENDY RANDALL personally known to me (or proved to me on the basis of
satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature: *[Signature]* (Seal)
Notary Public In and for said County and State



TS No.: 20049070801355

EXHIBIT "A"

EXHIBIT "A"

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF NEVADA,
COUNTY OF CLARK, CITY OF LAS VEGAS, AND IS DESCRIBED AS FOLLOWS:
LOT EIGHT (8) IN BLOCK TWO (2) OF BRADFORD PLACE UNIT NO. 1, AS SHOWN BY MAP THEREOF ON FILE
IN BOOK 13 OF PLATS, PAGE 63, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
162-07-710-008

RE-RECORDED

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970207.01546

WHEN RECORDED MAIL TO:

NORWEST MORTGAGE, INC.
3601 MINNESOTA DRIVE
BLOOMINGTON, MN 55435

LOAN NUMBER: 7352889
BRANCH: LSV-E

96-29-7966

17

(Space Above This Line For Recording Data)

State of Nevada

DEED OF TRUST

FHA Case No.

332-2812469-703

This Deed of Trust is being re-recorded to add the property address on the tax-exempt rider.

THIS DEED OF TRUST ("Security Instrument") is made on
The Grantor is
SHIRLEY M. ROBINSON, AN UNMARRIED WOMAN

AUGUST 05

, 1996

("Borrower"). The trustee is STAN-SHAM CORPORATION, A CALIFORNIA CORPORATION

("Trustee"). The beneficiary is

NORWEST MORTGAGE, INC.,
A CALIFORNIA CORPORATION

which is organized and existing under the laws of
address is 405 S.W. 5TH STREET, DES MOINES, IA 50328
Borrower owes Lender the principal sum of
FORTY EIGHT THOUSAND THREE HUNDRED FIFTY AND NO/100

CALIFORNIA

, and whose
("Lender").

Dollars (U.S. \$ 48,350.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01, 2026 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CLARK County, Nevada:

LOT EIGHT (8) IN BLOCK TWO (2) OF BRADFORD PLACE UNIT NO. 1, AS SHOWN
BY MAP THEREOF ON FILE IN BOOK 13 OF PLATS, PAGE 63, IN THE OFFICE OF
THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.



960802-00200
 970207-01546

which has the address of

3114 CHADFORD PLACE

[Street]

LAS VEGAS

[City]

("Property Address");

NEVADA

[State]

89102

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq, and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

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The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower lenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

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6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ Maximum amount authorized by HUD.

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

☐ Condominium Rider
☒ Planned Unit Development Rider

☐ Adjustable Rate Rider
☐ Graduated Payment Rider

☐ Growing Equity Rider
☒ Other (Specify)
 Tax-Exempt Rider

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____	_____
<i>Shirley M. Robinson</i> (Seal)	_____ (Seal)
SHIRLEY M. ROBINSON -Borrower	_____ -Borrower
_____ (Seal)	_____ (Seal)
_____ -Borrower	_____ -Borrower
_____ (Seal)	_____ (Seal)
_____ -Borrower	_____ -Borrower

(Sign Original Only)

STATE OF NEVADA,
County of

Clark

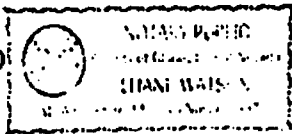
This instrument was acknowledged before me on

8-5-96

by

SHIRLEY M. ROBINSON

(Seal, if any)



Elaine Watson

My Commission Expires: *11-8-97*

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FHA Case No.
332-2812469-703

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5TH day of AUGUST, 19 96, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to NORMEST MORTGAGE, INC., A CALIFORNIA CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument and located at: 3114 CHADFORD PLACE
LAS VEGAS, NV 89102

(Property Address)

The Property is a part of a planned unit development ("PUD") known as

BRADFORD PLACE UNIT NO. 1
(Name of Planned Unit Development)

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners' Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

FHA Model PUD Rider 2/91
LOAN NUMBER: 7352889 LSV-B

Page 1 of 2

D-6163-1 (04/95)



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- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

<i>Shirley M. Robinson</i> (Seal)	_____ (Seal)
SHIRLEY M. ROBINSON -Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

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 FHA Case No. 332-2812469-703

TAX-EXEMPT FINANCING RIDER

THIS TAX-EXEMPT FINANCING RIDER is made this 5TH day of AUGUST, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

NORWEST MORTGAGE, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

3114 CHADFORD PLACE, LAS VEGAS NEVADA 89102

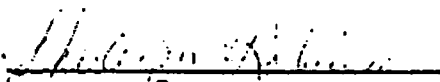
In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to amend Paragraph 9 of the Model Mortgage Form, entitled 'Grounds for Acceleration of Debt' by adding additional grounds for acceleration as follows:

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred by Borrower to a purchaser or other transferee:
 - (i) Who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or
 - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or
 - (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
 - (iv) Who has a gross family income in excess of the applicable percentage of applicable median family income as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or
- (b) Borrower fails to occupy the property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax-Exempt Financing Rider, or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

References are to the Internal Revenue Code as amended and in effect on the date of issuance of bonds, the proceeds of which will be used to finance the purchase of the Security Instrument and are deemed to include the implementing regulation.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.


 Borrower
 SHIRLEY M. ROBINSON

 Borrower

RE-RECORDED

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
OLD REPUBLIC TITLE COMPANY OF NE
02-07-97 15:59 TML 12
BOOK 970207 INST: 01546
FEE: 18.00 RPTT: .00

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
OLD REPUBLIC TITLE COMPANY OF NE
08-07-96 10:03 DB1 12
BOOK: 960807 INST: 00700
FEE: 18.00 RPTT: .00

980416.02065
REQUEST FOR NOTICE PURSUANT TO NEVADA REVISED STATUTES 107.090

Request is hereby made that a copy of any notice of default or notice of sale under the terms of that certain Deed of Trust recorded FEBRUARY 7, 1998 in Book 970207 of Official Records, Clark County, Nevada as Document number 01546 executed by SHIRLEY M. ROBINSON, Trustor in which NORWEST MORTGAGE INC. is named as beneficiary and STAN-SHAW CORPORATION is named as trustee, be mailed to DOUGLAS L. HARCERODE, TRUSTEE AND NANCY PALEVAC whose address is C/O SOUTHWEST ESCROW COMPANY
401 N. Buffalo Drive #205
Las Vegas, Nv. 89128

THIS IS BEING RECORDED AT THE
 REQUEST OF UNITED TITLE AS AN
 ACCOMMODATION ONLY WITH NO
 LIABILITY.

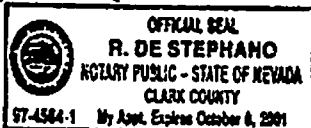
Dated: APRIL 14, 1998

STATE OF NEVADA }
 COUNTY OF Clark }

On APRIL 15, 1998
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Shirely M. Robinson

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that s/he executed the same freely and voluntarily and for the uses and purposes therein mentioned.
 WITNESS my hand and official seal.

(Seal)



CCRM PRINTING INC. (702) 734-0664

Shirely M. Robinson
 SHIRLEY M. ROBINSON

T.O. 98-04-0028KCB

SPACE BELOW FOR RECORDERS USE ONLY

When Recorded Please Mail To: SOUTHWEST ESCROW COMPANY
401 N. Buffalo Drive #205
Las Vegas, Nv. 89128

CLARK COUNTY, NEVADA
 JUDITH A. VANDEVER, RECORDER
 RECORDED AT REQUEST OF:

SOUTHWEST ESCROW
 04-16-98 15:35 BGN 1
 OFFICIAL RECORDS
 BOOK: 980416 INST. 02065
 FEE: 7.00 RPTT: .00

WITHOUT LIABILITY

Case: 05-12090-mkn Doc #: 1 Filed: 03/22/2005 Page: 3 of 26

FORM B6A
(6/90)

SHIRLEY MAE ROBINSON

In re

Debtor

Case No.

(if known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	AMOUNT OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
3114 CHADFORD PLACE LAS VEGAS, NV 89102 SAME	Fee Simple	83,000.00	62,639.00
Total ▶		83,000.00	

(Report also on Summary of Schedules)

EXHIBIT

A

B